

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
MIDDLE DIVISION**

UNITED STATES OF AMERICA )

v. )

CK CHIKONG TRAN, )  
*aka "Radiant,"* )

Defendant. )

Case No. 4:23-cr-00383-CLM-NAD

**PLEA AGREEMENT**

The Government and the defendant, CK CHIKONG TRAN, hereby acknowledge the following plea agreement in this case:

**PLEA**

The defendant agrees to (i) plead guilty to Count One of the Indictment filed in the above-numbered-and-captioned matter; (ii) pay restitution as ordered by the Court; and (iii) waive certain rights to direct appeal and collateral attack as outlined in Section IV of this agreement. In exchange, the United States Attorney, acting on behalf of the Government and through the undersigned Assistant United States Attorney, agrees to recommend the disposition specified below, subject to the conditions in Section VII.

**TERMS OF THE AGREEMENT**

**I. MAXIMUM PUNISHMENT**

The defendant understands that the maximum statutory punishment that may be imposed for Conspiracy to Commit Mail Fraud and Wire Fraud, in violation of Title 18, United States Code, Section 1349, as charged in Count One, is:

- A. Imprisonment for not more than 20 years;
- B. A fine of not more than \$250,000, or,
- C. Both A and B;
- D. Supervised release of not more than 3 years; and
- E. A special assessment of \$100.

**II. FACTUAL BASIS FOR PLEA**

The Government is prepared to prove, at a minimum, the following facts at the trial of this case:

In November 2021, the FBI began investigating a Telegram channel named "Noir's Luxury Refunds." The channel's operators advertised their ability to obtain products from retailers through "refund fraud." Refund fraud is where complicit parties purchase an item, have the purchase refunded, and then, through various means, keep the refunded item for personal use or to sell for profit. Fraudsters who engage in refund fraud are colloquially known as "refunders." Refunders use a variety of methods to defraud retailers, including the following tactics, which are often used in combination:

- "Did Not Arrive (DNA)": the fraudster will contact the retailer and claim that the purchased item was not delivered. The retailer will issue a refund, and the fraudster will keep the product.

- "Mail-Ins / Empty Box Fraud": the fraudster will initiate a return and then mail an empty box or a box containing trash back to the retailer. Many retailers initiate a refund when they are notified that a product is being shipped back.
- "False Warranty Claim": a refunder will submit a warranty claim for a product, fraudulently claiming that it is defective. The retailer will then ship a replacement product to the refunder.
- "Insiders": refunders recruit retailer customer service employees to process refunds on behalf of the fraudsters.
- "Fake Tracking Identification (FTID)": when a product return is initiated, many retailers mail customers shipping labels to facilitate shipping the product back. The fraudster will manipulate the provided label, changing the address to another location within the same ZIP code. The return will show in the courier's tracking system as delivered, but the retailer will not receive a package. The fraudster may also remove identifying customer information from the label, preventing the retailer from identifying who sent back a package that did not contain an item.
- "Double Dips": refunders will sometimes attempt to have a second item as a replacement for the initially purchased item, effectively giving the refunder two items to keep or sell rather than one.

Tactics are often altered to counteract a retailer's security policies. For instance, in response to DNA fraud, retailers began having package carriers take pictures of boxes after they were delivered. Refunders responded by switching tactics and adopting empty box fraud. Retailers then would back bill customers who returned a box that did not contain the purchased item. Refunders then deployed FTIDs and fake tracking scans to deceive retailers into believing they had received the returned item.

### A. Noir's Organization

The FBI's investigation determined that Noir's Luxury Refunds was created by the Telegram user "Noir," who used various handles over time including @Noircorp and @Realnoir. Through Telegram, Noir organized a conspiracy ("Noir's Organization") devoted to refund fraud. Noir's Organization operated several Telegram channels devoted to fraud. It opened the Noir's Luxury Refund channel on or about July 20, 2020. Through aggressive advertising, the channel amassed a following of over 5,900 accounts. Noir's Organization also operated the website noirse.com, where it advertised its ability to refund retailers.

Noir's Organization operated several different fraud enterprises, all of which were centered on refund fraud. It offered to refund products on behalf of the public for a fee through its "concierge" refund service. The organization also acquired products through fraud for itself to sell online. At one point, Noir's Organization also offered a travel service that would place fraudulent bookings for flights and hotels. In addition, Noir's Organization offered a mentorship program where aspiring refunders could pay a fee to learn how to commit refund fraud.

To insulate themselves from the fraud, Noir's Organization members would create operational Google accounts containing minimal identifying information. Conspirators would use these accounts to place fraudulent refund orders or host and edit collaborative documents for Noir's Organization. Members of Noir's Organization also often used proxy server services and Virtual Private Network services to mask their IP addresses. Members of Noir's Organization were located across the world.

#### 1. The Concierge Refund Service

From approximately July 20, 2020, until June 1, 2022, Noir's Organization operated a concierge refund service. Members of the public would pay Noir's Organization a fee in exchange for it performing a fraudulent online refund on the customer's behalf. The fee depended on the retailer defrauded and typically ranged from 20% to 30% of the product price. The Noir Organization refunder personally received 6% to 8% of the total refund order. Noir's Organization primarily operated the refund service through the Noir's Luxury Refunds Telegram channel. At its peak, the channel had over 8,000 members.

Noir's Organization advertised its ability to refund a large swath of companies, including electronics retailers and designer fashion brands. Below is a screenshot from a Google Sheet named "Noir Enterprises Store List" depicting some of the electronics retailers targeted by Noir's Organization that was hosted in a conspirator's Google Account:

NOIR'S USA REFUNDABLE STORE LIST					
We Lead, They Follow.					
FREQUENTLY ASKED QUESTIONS					
How long does it take to get my refund? This varies depending on the store and season. Ideally it is as little as 3 days but it can take several weeks.					
How much does it cost? Our standard fee is 20-25%.					
When is payment due? Payment is due immediately on refund confirmation. Non payment will result in the order being re-refund and authorities notified.					
How do I pay? We support virtually every payment method from Crypto to Paypal, Venmo and Cashapp.					
Who do I contact for questions? Please reach out to @NoirEnterprise for order updates, refund confirmations or general questions.					
Minimum Order Size: \$1000. This must be a single order. Multiple orders cannot be combined into one.					
What does "Instant" mean? It means we can initiate the refund immediately without a 30 day period or expect a lengthy investigation process. It can still take upwards of 7 days.					
ELECTRONICS					
Store	\$ Limit	Item Limit	Timeframe	Fee	Notes
Apple	No Limit	1 Item	Instant	25%	Replacements Only. Refund the replacement item.
Amazon (Aged)	\$15,000	5 Items	2-3 Weeks	20%	Aged Account Limit. Items must be returnable.
Amazon (New)	\$5,000	5 Items	2-3 Weeks	20%	New Account Limit. Items must be returnable.
Costco	\$5,000	5 Items	2-5 Days	25%	
Lenovo	\$5,000	1 Item	Instant	25%	Double Dip Available
Dell	\$3,000	1 Item	2-3 Weeks	20%	
HP	\$5,000	1 Item	2-3 Weeks	20%	
Ring.com	\$2,000	10 Items	3-5 Days	25%	
Microsoft Store	\$5,000	5 Items	3-5 Days	25%	
Google	\$5,000	5 Items	3-5 Days	25%	
Smart Clean	\$5,000	10 Items	1-3 Days	25%	
Faloua (resonance.com)	\$3,000	20 Items	Instant	25%	

Figure 1: Screenshots of Portions of Noir's Refundable Store List

At one point, Noir's Organization received orders for its refund service through Google Forms. Users would provide information about their requested refund to Noir's Organization through the forms, including their Telegram handle, how the customer would pay for the refund, whether the customer wanted Noir's Organization to attempt a double dip, and the customer's account information and password for the retailer's website. The customer also conveyed to Noir's Organization when and how the product was delivered. This information allowed Noir's Organization to assess which refund fraud methods might be effective.

\*\* **Refund Service | New Enterprises | Announcement**  
 \*\* On December 13th, we've released a new form, and introduced a better team structure & a ticket system built-in to our system!  
 \*\* **Form:** <https://www.noirluxury.com/RefundForm>  
 — IF You have submitted the older form prior to December 13th, **MAKE SURE** You fill out the new one to ensure your order is order is done as soon as possible  
 — We start all orders same-day.  
 — The new form is easy to fill, and asks for less sensitive information.  
 Thank you for your contentions trust towards our services  
 Google Docs  
**Noir's Luxury Refunds**  
 When you have received delivery of your order, please fill out the below form in its entirety.  
 Please give as much detail as possible to preven...

*Figure 2: Google Form Posted in Noir's Luxury Refunds*

Noir's Organization would then assign a team member to refund the order. Often, the refunder would start by doing a "chat-in" or "call-in" to a retailer customer service representative. According to a conspiracy member interviewed as part of the investigation, it usually took about two weeks to find the right customer service representative to issue the refund. The precise method of refunding was always retailer specific. Noir's Organization developed many refund fraud methods (most of which involved false shipment tracking scans) that resulted in "instant" refunds, meaning that there was little-to-no delay between a refund claim being submitted and it being processed and paid out.

Noir's Organization also used malware and bots to facilitate refund fraud. DHRUV GARGI (who used the Telegram persona "Panda"), for instance, developed a piece of malware for Noir's Organization that targeted Costco, Home Depot, and Wayfair's websites and allowed items the retailers had set in their website's code not to be returnable through an online transaction to be returnable. Noir's Organization paid GARGI \$3,000 for the malware.

Customers would usually pay Noir's Organization for their refund through cryptocurrency, but other payment methods were also accepted. Noir's Organization acquired "burner" CashApp accounts by paying for a Credit Privacy Number ("CPN") for a few hundred dollars.<sup>1</sup> This allowed Noir's Organization to satisfy CashApp's know-your-customer verification process without having to associate a conspirator's identity with the account.

The information collected through the Google Forms was stored on Google Sheets. Google Sheets are located on the Google Drive of the hosting account. Over the course of the investigation, search warrants for Google Accounts associated with the conspiracy revealed several "order sheets" for Noir's Organization. Eventually, Noir's Organization migrated its refund order processing and tracking to ClickUp, a cloud-based project management tool.

## 2. The Resale Operation

Noir's Organization also acquired inventory through what it called a "trade for trade" mechanism. If Noir's Organization could execute a double dip on behalf of the customer purchasing a refund, the customer could provide that second item to Noir's Organization rather than paying the refund fee. This allowed Noir's Organization to acquire inventory without first expending capital as the refund service customer was the person making the initial purchase.

This process evolved into a resale operation. In addition to the concierge refund service, Noir's Organization obtained products for itself through refund fraud. It would then sell the products on online markets like eBay and in bulk to whole resale services. Retailers have anti-fraud measures designed to identify refund requests that are likely to be fraudulent. If an identifier like an email, IP address,

<sup>1</sup> A CPN is a nine-digit number that is formulated like a Social Security Number ("SSN"). Although the Social Security Administration will assign a new SSN in certain limited circumstances, most "CPNs" are in fact SSNs belonging to children, inmates, or deceased individuals.



payment mechanism, or mailing address is associated with a high volume of refund requests or previous fraud, the retailer will blacklist it. To circumvent these mechanisms, Noir's Organization recruited individuals to purchase items that could be refunded and then shipped to a storage location. The recruited individuals would also purchase the product with their own funds, obviating the need for Noir's Organization to expend significant capital to acquire inventory.

Project Alpha, Project Charlie, and Project Tango were Noir's Organization initiatives to recruit members to purchase items for the resale operation. In exchange for their participation in the project, Noir's Organization would assist the volunteer with refunding an item he or she would keep. In a conspirator's email account, agents discovered a draft of an introduction message for Project Alpha that could be copied into Telegram or another messaging service:

Alright, you've been accepted!

Welcome to Project Alpha. Using our extensive list of private stores and methods, we will help you earn around \$10,000 per month.

Everyone will be divided into groups. Each is given instructions on which store to order from and what products to buy. We will rotate the stores to avoid saturation and keep things moving, so everyone can earn money.

Before placing your order, you will receive a list of items we need. When the order has been completed and refunded, you will receive instructions on how to ship the items to Noir Enterprises. Following this, you will be rotated to the next store to place an order for yourself, which you get to keep or resell as you please. As long as you follow the instructions you receive from the team, it should be a simple and straightforward process.

Any questions? Drop them in here and I will answer them. If not, you will hear from dash or myself shortly regard your store assignment.



Noir's Organization also developed Project Virtual, which was another initiative that aimed to obtain an inventory of refunded products for the group. The project began around April 2022. Project Virtual's goal was to create corporate entities using fictitious or fraudulent identifiers, and then develop credit tradelines for the companies. Noir's Organization planned to use the entities' credit to purchase items through virtual credit cards ("VCCs") and then refund them.<sup>2</sup> Part of the goal of Project Virtual was to identify VCC services that used US-based Bank Identification Numbers ("BINs")<sup>3</sup> because many American retailers do not permit online purchases from payment instruments with foreign BINs.

In the Project Virtual chat, Noir outlined the plan for the initiative:

Stage 1:

- Acquiring List of HQ VCCs [No Privacy, or EMI] VCCs must be unraped and preferably newly launched ones
- Researching BINs [No VISA/Debit BINs]

Stage 2:

- Finding the best plugs for Scans/KYC Verification
- 2-3 People will setup VCC Accounts for everyone [Those who've been assigned that task, or do it yourself]
- Figuring out the best OPSEC Friendly way to move transfers in and out of VCCs [For example, Wise.com can be paired with LocalCrypto.com to move BTC in and Out with ease through P2P]

Stage 3:

- Preparing a list of the BEST Instant/Semi Instant stores to hit
- We will use current & updated list, which will be updated by our refund team
- The Acquirement of un-fucked drops for Refunds [WILL BE THE MOST CHALLENGING PART, WE MUST FIGURE OUT A SEPARATE STAGE PLAN FOR THIS]

Stage 4:

- We'll utilize Mario's knowledge in Proxies, Auto-Checkout, Scalping, to our advantage in this refund adventure

<sup>2</sup> Virtual credit cards are unique credit card numbers that allow you to transact on your main credit card account without exposing your account number.

<sup>3</sup> A BIN refers to the first four to six numbers on a payment card, which identifies the financial institution that issues the card.

- Olivander, Waynor, etc place orders for us through the VCCs using the most optimal setup for bypassing cancellations, will be advised for by Mario
- Refund it: Orders must be started as TOP Priority [Above VIP/Alpha]
- Stage 5:
- Waynor will audit everything and help us collect well-rounded data for scale
- Project's estimated to generate a lot of income for everyone involved by May

Noir's Organization also exploited retailers' warranty policies. Conspirators would submit fraudulent warranty claims to retailers and obtain replacement products. It is not known how Noir's Organization obtained legitimate product serial numbers to submit warranty claims. Based on the number of items for which claims were submitted, it is unlikely that Noir's Organization possessed the item with the serial numbers for which they were submitting claims.

Noir's Organization maintained storage locations for the items it obtained through refund fraud. One of the locations was the residence at TYREE TINSLEY's (who used the Telegram handle "Tysamtin") residence in Richmond, Virginia. A shipping label with that address was attached to a Noir Organization Google Form. The form instructed users to "[s]end packages to" the address. In other Noir's Organization documents, the address is associated with the Telegram user @Tysamtin. A Google Form titled "Project Alpha Charlie Tango" had instructions to "[p]lease send the tracking number and courier name to @Tysamtin." From this location, as well as other storage locations, Noir's Organization would ship products obtained through refund fraud it had sold on secondary marketplaces.

Noir's Organization used an address in Anniston, Alabama, to receive products obtained through refund fraud. Spreadsheets found in a conspirator's Google Account that were used to track drop addresses and refund orders contained the Anniston address along with the name of a person who lives in the Northern District of Alabama.

One of these spreadsheets had three refund orders associated with the Anniston address. The products were an HP STP 651 printer and two sets of two (four total) Seagate IronWolf 18TB hard drives. For each product, the spreadsheet listed a "Recipient's name," which is believed to be an alias, the shipping tracking

number, serial number, and the status of the refund (e.g., "Label sent," "Logged w/delivery"). Records from UPS confirm that the Seagate packages addressed to the alias names in the spreadsheet were shipped from the retailer in California to the Anniston address on January 25, 2022, and January 28, 2022.

On May 27, 2022, the FBI purchased a Dell Ultrasharp 4K USB-C Monitor printer from an eBay account that the investigation determined was associated with Noir's Organization. On June 6, 2022, the package was delivered by the United States Postal Service in Huntsville, Alabama. Tracking information for the package indicated that it had been shipped from Las Vegas, Nevada.

On June 6, 2022, the FBI purchased a HP STP 651 printer from the Noir Organization eBay account. On June 10, 2022, a package shipped through FedEx containing the printer was delivered in Huntsville, Alabama. When the FedEx shipping label was removed, a previous UPS shipping label with the Anniston address was discovered underneath. During a search of a conspirator's Google Account, an email from UPS was located with the shipping and tracking information for this same package.

### 3. The Travel Service

Noir's Organization, led by the user Rateable, also exploited the travel industry through the Telegram channel "Noir's Flight Services." Like with the concierge refund service, customers placed orders through Google Forms. Customers could purchase flights, hotels, and travel packages. The customer would pay Noir's Organization 50% of the price of the package as reflected on Expedia. Until February 16, 2022, the channel was known by various iterations of the name "Rateables Flight Service Channel" including "Rateables Flight Services Presented by Noir Enterprises." On February 20, 2022, Noir's Organization took full control of the travel services offered in the channel and it was rebranded as "Noir's Flight Service".

Noir's Organization predominately used two methods to fraudulently book travel arrangements. First, Rateable obtained logins to airline employees' "D3" or "D7" list, which is a list of persons associated with the employee who were permitted to travel for free on the airline. Rateable would add travel service customers to the list when orders were placed. Second, Rateable worked with a Russian actor, "Yangboyz," he met through Telegram. Yangboyz had access to compromised

loyalty program accounts and would book flights for Ratecable using the stolen miles in exchange for a fee.

#### 4. The Mentorship and VIP Programs

Noir's Organization offered a "Mentorship Program" for \$2,500. The price was eventually raised to \$3,500. The program purported to teach enrollees how to "become an elite social engineer," "hide your identity online," and "refund US Stores globally." Noir's Organization also offered a VIP Program for mentees and refund service customers who placed orders over \$5,000. Noir's Organization advertised that VIP members would have access to exclusive perks, including discounted refunds, first class flights, wagyu steak dinners, social engineer methods, as well as Noir's "expertise and guidance."

#### B. Tran's Role in Noir's Organization

CK CHIKONG TRAN controlled the Telegram persona "Radiant." TRAN operated his own refunding service called "Radiant's Elite Refunds" on Telegram, which he eventually closed. He also operated a channel named "Radiance Market," which was a general market where users advertised an assortment of services, including fraud services.

TRAN conspired with Noir and Noir's Organization. On several occasions during the conspiracy charged in the Indictment, TRAN provided advice to Noir's Organization about the status of his refund fraud project, including marketing insight about how to structure its operations. TRAN was never paid by Noir's Organization for his advice. TRAN did not conduct operations for Noir's Organization. He was a consultant rather than an employee of the group. TRAN was given special access to the Telegram channel "Noir's Market" by Noir. This channel was used by Noir's Organization to advertise the conspiracy. Links to the Google Forms to receive refund fraud orders were often posted in the channel.

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The parties stipulate that venue is appropriate in the Northern District of Alabama. The parties also stipulate that TRAN does not qualify for an aggravating role enhancement under U.S.S.G. § 3B1.1 based on his conduct in the conspiracy.

The defendant hereby stipulates that the facts stated above are substantially correct and that the Court can use these facts in calculating the defendant's sentence. The defendant further acknowledges that these facts do not constitute all of the evidence of each and every act that the defendant and/or any co-conspirators may have committed.

*CK Tran*

CK CHIKONG TRAN

### III. RECOMMENDED SENTENCE

Subject to the limitations in Section VII regarding subsequent conduct and pursuant to Fed. R. Crim. P. 11(c)(1)(B), the Government will recommend the following disposition:

- A. That the defendant be awarded a two (2) level reduction in the defendant's adjusted offense level, based upon the defendant's apparent prompt recognition and affirmative acceptance of personal responsibility for the defendant's criminal conduct. The Government agrees to make a motion pursuant to USSG §3E1.1(b) for an additional one-level decrease in recognition of the defendant's prompt notification to the Government of the intention to enter a plea of guilty. The Government may oppose any adjustment for acceptance of responsibility if the defendant: (1) fails to admit each and every item in the factual stipulation; (2) denies involvement in the offense; (3) gives conflicting statements about the defendant's involvement in the offense; (4) is untruthful with the Court, the Government, or the United States Probation Officer; (5) obstructs or attempts to obstruct justice prior to sentencing; (6) engages in any criminal conduct between the date of this agreement and the date of sentencing; or (7) attempts to withdraw the defendant's plea of guilty for any reason other than those expressly enumerated in the "Waiver of Right to Appeal and Post-Conviction Relief" section of this Plea Agreement;

- B. That the defendant be remanded to the custody of the Bureau of Prisons and incarcerated for a term at the low end of the advisory United States Sentencing Guideline range as calculated by the Court at the time of sentencing;
- C. That following the said term of imprisonment, the defendant be placed on supervised release for a period to be determined by the Court, subject to the Court's standard conditions of supervised release and the any special conditions deemed appropriate by the Court of the Probation Office;
- D. That the defendant be required to pay restitution to all the victims of the defendant's crimes.
- E. That the defendant be required to pay a fine in accordance with the sentencing guidelines should the Court determine that the defendant has the ability to pay a fine, said amount due and owing as of the date sentence is pronounced, with any outstanding balance to be paid in full by the expiration of the term of supervised release; and
- F. That the defendant pay a special assessment of \$100, said amount due and owing as of the date sentence is pronounced.

#### **IV. WAIVERS**

##### **A. STATUTE OF LIMITATIONS WAIVER**

**In consideration of the recommended disposition of this case, I, CK CHIKONG TRAN, hereby understand, acknowledge, and agree that if this plea agreement is set aside for any reason, I will not assert any defense based on any applicable statute of limitations or the Speedy Trial Act, 18 U.S.C. § 3161, et seq., that includes the passage of time from and including the date of this plea**

agreement until and including the date of entry of any order setting this plea agreement aside.

**B. RIGHT TO APPEAL AND POST-CONVICTION RELIEF**

In consideration of the recommended disposition of this case, I, CK CHIKONG TRAN, hereby waive and give up my right to appeal my conviction and/or sentence in this case, as well as any fines, restitution, and forfeiture orders, the Court might impose. Further, I waive and give up the right to challenge my conviction and/or sentence, any fines, restitution, forfeiture orders imposed or the manner in which my conviction and/or sentence, any fines, restitution, and forfeiture orders were determined in any post-conviction proceeding, including, but not limited to, a motion brought under 28 U.S.C. § 2255, and any argument that (1) the statute(s) to which I am pleading guilty is or are unconstitutional or (2) the admitted conduct does not fall within the scope of the statute(s).

The defendant reserves the right to contest in an appeal or post-conviction proceeding(s) the following:

5. Any sentence imposed in excess of the applicable statutory maximum sentence(s);
6. Any sentence imposed in excess of the Guidelines range determined by the Court at the time sentence is imposed; and
7. Ineffective assistance of counsel.



The defendant acknowledges that before giving up these rights, the defendant discussed the United States Sentencing Guidelines and their application to the defendant's case with the defendant's attorney, who explained them to the defendant's satisfaction. The defendant further acknowledges and understands that the Government retains its right to appeal where authorized by statute.

I, CK CHIKONG TRAN, hereby place my signature on the line directly below to signify that I fully understand the foregoing paragraphs, and that I am knowingly and voluntarily entering into this waiver.

CK Tran  
CK CHIKONG TRAN

**V. UNITED STATES SENTENCING GUIDELINES**

The defendant's counsel has explained to the defendant, that in light of the United States Supreme Court's decision in *United States v. Booker*, the federal sentencing guidelines are advisory in nature. Sentencing is in the Court's discretion and is not required to be within the guideline range. The defendant agrees that, pursuant to this agreement, the Court may use facts it finds by a preponderance of the evidence to reach an advisory guideline range, and the defendant explicitly waives any right to have those facts found by a jury beyond a reasonable doubt.

**VI. AGREEMENT NOT BINDING ON COURT**

The defendant fully and completely understands and agrees that it is the Court's duty to impose sentence upon the defendant and that any sentence recommended by the Government is **NOT BINDING UPON THE COURT**, and that the Court is not required to accept the Government's recommendation. Further, the defendant understands that if the Court does not accept the Government's recommendation, the defendant does not have the right to withdraw the guilty plea.

**VII. VOIDING OF AGREEMENT**

The defendant understands that if the defendant (a) violates any federal, state, or local law or any condition of pretrial release after entering into this plea agreement, (b) moves the Court to accept a plea of guilty in accordance with, or pursuant to, the provisions of *North Carolina v. Alford*, 400 U.S. 25 (1970), (c) tenders a plea of *nolo contendere* to the charges, (d) violates any other term of this plea agreement, and/or (e) does or says anything that is inconsistent with the acceptance of responsibility, the plea agreement will become NULL and VOID at the election of the United States, and the United States will not be bound by any of the terms, conditions, or recommendations, express or implied, which are contained herein. Further, such election will not entitle the defendant to withdraw a previously entered plea.

**VIII. OTHER DISTRICTS AND JURISDICTIONS**

The defendant understands and agrees that this agreement **DOES NOT BIND** any other United States Attorney in any other district, or any other state or local authority.

**IX. COLLECTION OF FINANCIAL OBLIGATION**

In order to facilitate the collection of financial obligations to be imposed in connection with this prosecution, the defendant agrees to:

- fully disclose all assets in which the defendant has any interest or over which the defendant exercises control, directly or indirectly, including those held by a spouse, nominee or other third party;
- promptly submit a completed financial statement to the United States Attorney's Office, in a form that it provides and as it directs;
- identify all assets over which the defendant exercises or exercised control, directly or indirectly, within the past five years, or in which the defendant has or had during that time any financial interest;
- take all steps as requested by the Government to obtain from any other parties by any lawful means any records of assets owned at any time by the defendant;
- undergo any polygraph examination the Government may choose to administer concerning such assets and to provide and/or consent to the release of the defendant's tax returns for the previous five years.

The defendant further agrees that the above information, as well as any of the defendant's financial statements and disclosures, will be complete, accurate, and truthful. Finally, the defendant expressly authorizes the United States Attorney's Office to obtain a credit report on the defendant in order to evaluate the defendant's ability to satisfy any financial obligation imposed by the Court.

**X. AGREEMENT REGARDING RELEVANT CONDUCT AND RESTITUTION**

As part of the defendant's plea agreement, the defendant admits to the above facts associated with the charges and relevant conduct for any other acts. The defendant understands and agrees that the relevant conduct contained in the factual basis will be used by the Court to determine the defendant's range of punishment under the advisory sentencing guidelines. The defendant admits that all of the crimes listed in the factual basis are part of the same acts, scheme, and course of conduct. This agreement is not meant, however, to prohibit the United States Probation Office or the Court from considering any other acts and factors, which may constitute or relate to relevant conduct. Additionally, if this agreement contains any provisions providing for the dismissal of any counts, the defendant agrees to pay any appropriate restitution to each of the separate and proximate victims related to those counts should there be any and waives objection to the inclusion of that restitution in any order issued by the Court.

**XI. TAX, FORFEITURE AND OTHER CIVIL/ADMINISTRATIVE PROCEEDINGS**

Unless otherwise specified herein, the defendant understands and acknowledges that this agreement does not apply to or in any way limit any pending or prospective proceedings related to the defendant's **tax liabilities**, if any, or to any pending or prospective **forfeiture** or other **civil** or **administrative** proceedings.

**XII. IMMIGRATION STATUS**

The defendant recognizes that pleading guilty may have consequences with respect to the defendant's immigration status if the defendant is not a citizen of the United States. Under federal law, a broad range of crimes are removable offenses, including the offense(s) to which the defendant is pleading guilty. The defendant's guilty plea and conviction make it practically inevitable and a virtual certainty that the defendant will be removed or deported from the United States if the defendant is not a citizen of the United States. Removal and other immigration consequences are the subject of a separate proceeding, however; and the defendant understands that no one, including his attorney or the district court, can predict to a certainty the effect of his conviction on his immigration status. Understanding all of this, the defendant nevertheless affirms that the defendant wants to plead guilty regardless of any immigration consequences that plea may entail, even if the consequence is automatic removal from the United States.

**XIII. DEFENDANT'S ACKNOWLEDGEMENT**

I have read and understand the provisions of this plea agreement consisting of 23 pages. I have discussed the case and my constitutional and other rights with my lawyer. I am satisfied with my lawyer's representation in this case. I understand that by pleading guilty, I will be waiving and giving up my right to continue to plead not guilty, to a trial by jury, to the assistance of counsel at that trial, to confront, cross-examine, or compel the attendance of witnesses, to present evidence on my behalf, to maintain my privilege against self-incrimination, and to the presumption of innocence. I agree to enter my plea as indicated above on the terms and conditions set forth herein.

**NO PROMISES OR REPRESENTATIONS OTHER THAN THOSE IN THE AGREEMENT HAVE BEEN MADE TO ME BY THE PROSECUTOR, OR BY ANYONE ELSE, NOR HAVE ANY THREATS BEEN MADE OR FORCE USED TO INDUCE ME TO PLEAD GUILTY.**

I further state that I have not had any drugs, medication, or alcohol within the past 48 hours except as stated here:

NONE

I understand that this plea agreement will take effect and will be binding as to the Parties **only** after all necessary signatures have been affixed hereto. I have personally and voluntarily placed my initials on every page of this plea agreement

and have signed the signature line below to indicate that I have read, understand, and approve all of the provisions of this plea agreement, both individually and as a total binding agreement.

10/18/2024  
DATE

CK Tran  
CK CHIKONG TRAN  
Defendant

**XIV. COUNSEL'S ACKNOWLEDGMENT**

I have discussed this case with my client in detail and have advised my client of all of my client's rights and all possible defenses. My client has conveyed to me that my client understands this plea agreement and consents to all its terms. I believe the plea and disposition set forth herein are appropriate under the facts of this case and are in accord with my best judgment. I concur in the entry of the plea agreement on the terms and conditions set forth herein.

10/18/2024  
DATE

Alison Wallace  
ALISON WALLACE  
Defendant's Counsel

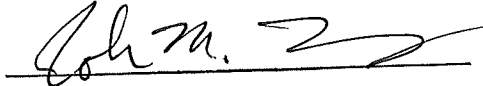


**XV. GOVERNMENT'S ACKNOWLEDGMENT**

I have reviewed this matter and this plea agreement and concur that the plea and disposition set forth herein are appropriate and are in the interests of justice.

PRIM F. ESCALONA  
United States Attorney

10/21/24  
DATE

  
\_\_\_\_\_  
JOHN M. HUNDSCHIED  
Assistant United States Attorney